

Request for Proposals  
To Coordinate the Louisiana Specialty Crops Competitiveness Program  
Advertising, Promotion and Public Relations Program

**Contracting State Agency**

Louisiana Specialty Crops Program  
Louisiana Department of Agriculture & Forestry

**State Agency Contacts**

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**Deadline for Receiving Completed Proposal**

Proposals must be received by the State Agency Contact by close of business (4:30 p.m.) on Friday, May 14, 2010.

**Definitions**

TERM	DEFINITION
<b><u>Contractor</u></b>	<b><u>A firm or individual who is awarded a contract</u></b>
<b><u>Proposal</u></b>	<b><u>A response to an RFP</u></b>
<b><u>Proposer</u></b>	<b><u>A firm or individual who responds to an RFP</u></b>
<b><u>RFP</u></b>	<b><u>A request for proposals</u></b>
<b><u>Shall, Must, or Will</u></b>	<b><u>Denotes mandatory language; a requirement that must be met without alteration</u></b>
<b><u>Should, Can, or May</u></b>	<b><u>Denotes desirable, non-mandatory language</u></b>

**General**

Specialty crops have formed an important role in Louisiana agriculture since the founding of the territory. Shortly after the founding of New Orleans in 1718 by Jean-Baptiste Le Moyne de Bienville, Louisiana specialty crop farmers produced indigo, Louisiana's first export crop.

Today specialty crop farmers in Louisiana produce a wide range of crops including nursery stock and foliage, Christmas trees, strawberries, cabbage and other winter vegetables, tomatoes, sweet and hot peppers, okra, southern peas, watermelons, pecans, citrus, sweet potatoes, mushrooms and wine. In 2007, Louisiana's 2,696 vegetable farmers produced more than 30 different vegetable crops on 9,326 acres, worth \$45 million at the farm gate. In addition to the vegetable crop, the 106 sweet potato farmers in Louisiana produced \$59 million in farm value, on 17,285 acres.

Recovering from hurricanes Katrina and Rita, Louisiana's 175 citrus growers produced over \$6.4 million in Naval and Satsuma oranges and other citrus on 794 acres. Strawberries, figs, blackberries, blueberries, peaches and other fruit crops add another \$25 million to the farm gate value to Louisiana's specialty crops bringing the total production to \$135.4 million in 2007.

These and other specialty crops have enabled the continuance, and even growth of the family farm. The success of the USDA Farmers' Market Nutrition Program has added to the growth of farmers' markets in Louisiana and given those family farms a market for their fresh and fresh processed products. Many of them have increased their production to a point where they are able to sell their products to local retailers and chain stores.

The overall goal of the Louisiana Department of Agriculture & Forestry Specialty Crop Block Grant Program is to increase the competitiveness of Louisiana specialty crops as defined in 7 CFR § 1290.2 (h). Louisiana's specialty crop producers will benefit from the proposed marketing programs through increased consumer and buyer awareness of locally grown products, increased sales for producers, and higher market value for Louisiana specialty crops.

The objectives of these projects will increase consumers' desire for healthier and fresher crops. This combined with retailers' attention to their customers' wants and needs, will lead to increased production in specialty crops for the retail market.

The Louisiana Department of Agriculture & Forestry has applied for and received block grants from the USDA Agricultural Marketing Service to increase the competitiveness of Louisiana specialty crops. This RFP is a direct response to those block grants. Funds available to carry out this program will total approximately \$320,000 for a three year period, not to exceed \$120,000 for year one, \$100,000 for year two, and \$100,000 for year three.

The Louisiana Department of Agriculture & Forestry seeks to obtain competitive proposals as allowed by the laws of the State of Louisiana from qualified proposers who are interested in providing consulting services in the following areas:

1. Develop, design and produce one or more Louisiana specialty crops logo(s);
2. Develop, design, produce, and print creative materials such as cookbooks, brochures, shelf talkers, bin signs, packing boxes, stickers, and posters related to the promotion and marketing of Louisiana specialty crops;
3. Develop, design, produce and place multi-media advertising including radio, television, print, billboards, and posters related to the promotion and marketing of Louisiana specialty crops;
4. Plan, organize, and conduct in store retail demonstrations of Louisiana specialty crops;
5. Develop, produce and distribute recipe cards, nutritional information, brochures and other collateral material promoting Louisiana produced specialty products;
6. Develop, design, produce and provide to the Department a homepage with no less than 5 internal pages related to the promotion of Louisiana produced specialty crops;
7. Develop, design, produce trade show display booth and materials related to the promotion and marketing of Louisiana specialty crops;
8. Assist Louisiana farmers' market managers in the development and design of a homepage promoting their market; and

9. Plan, organize, and help conduct educational seminars for small and minority producers, potential producers, market managers and retail buyers to maximize sales in Louisiana.

The contract will be effective July 1, 2010 – June 30, 2013. In no event shall the term of the contract exceed 36 months.

All work will be done under the direction and supervision of Michelle Estay, Director of Commodity Research and Promotions for the Louisiana Department of Agriculture & Forestry.

Contractor's fees will be based on an hourly compensation structure rather than on a commission basis, subject to a maximum on media services.

Payment to the contractor will be made monthly upon receipt of itemized billing.

#### **Desired Qualifications to be Considered**

1. The proposer should submit all information requested below.
2. The proposer should submit a financial statement prepared in accordance with generally accepted accounting standards for the most recent fiscal year of the proposer, a letter of good standing from a bank with whom the proposer principally does business and any other information indicating a good financial standing.
3. The proposer should submit a notarized statement of verifiable media and production billings for each of the two previous calendar or fiscal years. The statement should specify billings by type of media.
4. The proposer should be staffed to perform the following services:
  - a. Account services and management
  - b. Creative
  - c. Media services such as research, planning, buying, invoice auditing and post analysis
  - d. Public relations and promotions
  - e. Production management
5. The proposer should have been in operation at least two years. The selected proposer may join with other partners or subcontractors to perform the services outlined herein. The selected proposer will be held fully responsible for the work performed by other partners or subcontractors and for any payments to be made to other partners and subcontractors.

#### **Work to be Performed and Scope of Services Required**

The services listed below must support a program principally directed toward advertising, supplemented with a coordinated public relations and promotion program.

1. The Contractor shall be responsible for design and production of a logo related to enhancing the competitiveness of Louisiana Specialty Crops.
2. The Contractor shall be responsible for design, layout, production, and printing of creative materials related to enhancing the competitiveness of Louisiana Specialty Crops.
3. The Contractor shall provide media services, including media research and planning, development of media schedules, media buying, trafficking of creative materials, invoice auditing, handling all media contact and servicing the media accounts.

Contractor's fees shall be billed for media services on an hourly rate basis under the approved schedule not to exceed 6.5% of net billings by the media. (NOTE: Contractor's fees for services performed other than media services shall be billed on an hourly rate basis under the approved schedule and are not subject to the media cap).

4. The Contractor shall be responsible for the development, production and placement of radio and television advertisement approved by the Department related to the enhancing and the competitiveness of Louisiana Specialty Crops.
5. The Contractor shall be responsible for the development, design and implementation of a Specialty Crop homepage with no less than 5 internal pages related to enhancing the competitiveness of Louisiana Specialty Crops.
6. The Contractor, in conjunction with the Department, will plan and conduct seminars to educate small and minority producers already participating in farmers markets or roadside stands on methods to maximize their opportunities and to encourage producers not participating in direct marketing to do so.
7. Pay media and other vendors for goods and services and bill the Department for same; these bills shall be net to the Department on a monthly basis.
8. The Contractor shall be responsible for the development, design, and production of trade show display booth and materials related to the promotion and marketing of Louisiana specialty crops.
9. Provide all necessary documentation of invoices.
10. Develop and/or acquire promotional items as approved by the Department.
11. Provide monthly accounting of all monies expended. The statement shall include a breakdown of contractor's fees and expenses by project or service category.

#### **Information Requested in Proposal**

(NOTE: ONE SIGNED ORIGINAL PROPOSAL SHALL BE REQUIRED; FOUR ADDITIONAL PROPOSALS ARE REQUESTED.)

In addition to the completed Certification Statement (Attachment A, page 8), the proposer should include:

1. Brief description of proposer's history.
2. Copy of a financial statement prepared in accordance with generally accepted accounting standards for most recent fiscal year of the proposer, letter of good standing from a bank with whom the proposer principally does business, and any other information indicating a good financial standing.
3. Four credit references.
4. Notarized statement of proposer's media and production billings for each of the two previous calendar or fiscal years. The statement should specify billings by type of media.
5. State the percentage of media service billings which are provided by proposer's personnel and those provided by any subcontract with a media services company.

6. Current proposer's client list.
7. Number of full-time agency employees by function or department such as creative, public relations, media, account services/administrative, etc. Include organizational chart.
8. Names of key personnel by function and brief professional background of each. Indicate which employees would be assigned to this account, particularly the account executive, media director, media planner, media buyer, and public relations/promotion personnel.
9. Names of accounts, if any, similar to this one which the proposer has handled in the past, or is currently handling, particularly food and beverage products.
10. Samples of what the proposer considers to be its best advertising and printed promotion pieces. Submit one copy each.
11. Statement of why the proposer feels it should be considered for this account.
12. Submit a schedule of hourly charges for personnel who will be used to administer this program. See Appendix A, "SERVICE RATES," page 17.
13. Description of media research, planning and buying capabilities.
14. A description of an advertising, public relations and promotion plan created for a major client in the past two years. State how the plan was developed and what results were achieved. At proposer's option, a second plan may be submitted to demonstrate creative ability to develop and implement such a plan.
15. A description of the proposer's normal billing practices with affirmation that the proposer will accept an hourly compensation structure subject to a maximum of 6.5% of net media for media services. Note that all media charges and charges for other goods and services must be billed net with no markup.
16. An estimate of proposer's compensation on the basis of a \$320,000.00 three year budget, not to exceed \$120,000 for year one, \$100,000 for year two, and \$100,000 for year three, which is based on receipt of funds from USDA Block Grant, to implement a proposed advertising, public relations and promotion plan.
17. Professional accreditations, memberships in professional organizations and awards received within the advertising industry in the last two years.
18. Statement agreeing to bill the Department in accordance with state travel regulations for all reimbursable travel expenses.
19. Develop a proposed plan or concept which would demonstrate the proposer's ability to accomplish the objectives of this program.

### **Selection Procedure**

1. All proposals received by the close of business (4:30 p.m.) no later than Friday, May 14, 2010 will be reviewed by a selection committee.
2. Initial evaluation will be based upon the content of written proposals only.

**All items of required information must be answered for the proposal to be considered by the selection committee.**

Each of the five (5) categories will be rated on a 0-10 point system, based upon the criteria (a through e) and weights specified in #7 below.

3. After initial scoring is completed, those proposers who are reasonably susceptible of being selected for award may be asked to provide an oral presentation of their proposal to the Department's selection committee. A representative of the selection committee may inspect the physical facilities of the finalists prior to the presentations before the Department's selection committee.
4. The proposers that qualify for the final round of the selection process will be notified of their selection at least two (2) weeks in advance of the date they are to make their presentations to the Department's selection committee. The selection committee will meet on Friday, June 4, 2010.
5. The presentations will be made in the Conference Room, Louisiana Department of Agriculture & Forestry Hammond Complex Building, 47076 North Morrison Blvd., Hammond, Louisiana.
6. Each proposer will have 40 minutes to make their presentation, inclusive of set up and removal of equipment and materials.
7. **In the final selection procedure, previous scores received in the initial evaluation will be discarded, and each of the five (5) categories listed below will be rated on a 0-10 point system and then weighted according to the following aspects of their proposal and the presentation:**
  - a. Creativity (30%) – based on proposer's demonstration of plan creativity and success of one or more prior campaigns with similar budgets and a proposed plan or concept which would demonstrate ability to accomplish the program objective;
  - b. Personnel (12.5%) – based upon experience and capability of key personnel assigned to the account to demonstrate ability to accomplish the program objective;
  - c. Media Services (12.5%) – based upon experience and capability to carry out consumer and trade advertising campaigns, advertising to accomplish the program objective, taking into account the budget limitations to the program;
  - d. Cost of Services (25%) – based upon rate per hour for services rendered, and total proposed compensation cost to the program. Cost will be scored based on the reasonableness of what is proposed for the cost, with emphasis on the ratio of total budget applied to actual advertising, promotion and public relations services to the program, versus proposer's fees. Proposed hourly rates to current industry standards for hourly rates will be compared.
  - e. Overall Plan Presentation and Implementation (20%)
8. Announcement of the Selected Proposer will be made to all proposers within one week after presentations are made.

### **Additional Information**

Sample materials submitted will not be returned; however, they can be picked up at the Louisiana Department of Agriculture & Forestry, Hammond Complex Building, 47076 North Morrison Blvd., Hammond, Louisiana on Tuesday, June 8, 2010 or Wednesday, June 9, 2010 during normal business hours of 8:00 a.m. – 4:30 p.m.

All requests for additional information and/or questions regarding this RFP should be directed to Michelle Estay at the physical address or the internet address on page 1, and must be submitted in writing no later than 12:00 noon, Friday May 14, 2010.

### **Sample Contract**

The selected proposer shall be expected to enter into a contract, which is substantially the same as the sample contract included as Attachment B. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP.

**CERTIFICATION STATEMENT**

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (      ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_  
: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative

\_\_\_\_\_  
DATE



**CONSULTING SERVICES  
AGREEMENT BY AND BETWEEN  
LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY  
And  
\_\_\_\_\_  
(Name of Contractor)**

THIS AGREEMENT made and entered into by and between the Louisiana Department of Agriculture & Forestry (hereafter referred to as "Department"), and represented by Mike Strain DVM, Commissioner, and \_\_\_\_\_, represented by \_\_\_\_\_, (hereinafter referred to as "Contractor"), for the provision of services as herein set forth:

WITNESSETH:

The parties hereto mutually covenant and agree as follows:

1. **Scope of Services.**

A. The Contractor shall administer the Department's Specialty Crop Competitiveness Program promotion, advertising, and public relations program (the program) on a statewide basis in accordance with guidelines and policy approved by the Department including, but not necessarily limited to the following services:

- (1) Provide advice and counsel to the Department on an advertising, promotion and public relations program to accomplish the objective of increasing the consumption of specialty crops in Louisiana.
- (2) Prepare a methodology for administering the program statewide, including the setting and monitoring of goals and objectives.
- (3) Provide Research and recommend the most effective and cost effective medium of advertising. This shall include, but not be limited to radio, television, promotional material, internet homepage, outdoor, and print advertisement.
- (4) Provide media services, including but not limited to, media research, planning & development of media schedules, media buying, trafficking of creative material, invoice auditing, post analysis, cost savings reports, media contact and servicing the media accounts.
- (5) Receive payments from the Department on behalf of suppliers and handle all details of payment to suppliers except for suppliers paid directly by the Department.
- (6) Provide all necessary documentation of invoices.
- (7) Develop and/or acquire promotional items.
- (8) Design, produce, and print related items.

- (9) Assist Louisiana farmer's market managers in the development and design of a homepage promoting their market.
- (10) Provide monthly accounting to the Department of all monies expended. The statement shall include a breakdown of agency fees and expenses by project or service category.
- (11) Develop advertising and other program budgets. Maintain budget status control and appropriate records which may be audited by the responsible agencies of state government as provided in Article 11, Right to Audit.
- (12) Provide usual and customary account services, including attendance at all Department meetings and consultation regarding the servicing of the account.
- (13) All other related activities approved by the Department, as are necessary to accomplish the objectives of the program.

B. The Contractor shall maintain all records and reports required by the Department.

2. **Goal.** The overall goal of the Department's Specialty Crop Block Grant Program is to increase the competitiveness of Louisiana specialty crops as defined in 7 CFR § 1290.2 (h). Louisiana's specialty crop producers will benefit from the proposed marketing programs through increased consumer and buyer awareness of locally grown products, increased sales for producers, and higher market value for Louisiana specialty crops.

3. **Objective.** The objectives of these projects will increase consumers' desire for healthier and fresher crops. This combined with retailers' attention to their customers wants and needs, will lead to increased production in specialty crops for the retail market.

4. **Deliverables.** The Contractor shall provide to the Department:

A. The services contracted for under this Agreement, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this Agreement, and all copies, artwork, layouts, designs, photographs, plates negatives, proposals, computer disks, graphics, DVD's and other such materials etc., prepared, generated or obtained in connection with the services provided pursuant to this Agreement; and

B. Invoices requesting payments due hereunder, including a summary description or brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this Agreement during the previous period which are included in the invoice.

Additionally, the Contractor shall submit to the Department written quarterly progress reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to the Department. Such quarterly reports shall be due to the Department not later than March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each calendar year during the term or extended term of this Agreement. The final report shall be that report due on December 31<sup>st</sup> of the final year of this Agreement.

These quarterly reports will identify the number of value-added placements in publications and their value in terms of impressions and dollar cost. The quarterly reports will identify the editorial coverage measured against the objectives of the program. And the quarterly reports will summarize the media placement, added value, editorial programs including but not limited to editorial board meetings, desk side visits, media tours and related activities.

5. **Personnel.**

A. All of the services required hereunder shall be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services as identified in Appendix A, which is attached hereto, and made a part hereof.

B. None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the Department.

6. **Anti-discrimination Provisions.**

A. The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the requirements of the Americans with Disabilities Act of 1990.

B. The Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

C. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

7. **Time of Performance.** The services as herein set forth shall commence on July 1, 2010, and shall continue through June 30, 2013, unless sooner terminated as provided herein. However, it is understood that this Agreement is not a valid agreement until approved by all parties as required by the laws of the State of Louisiana.

8. **Compensation and Reimbursement of Expenses.**

A. **Rate of Compensation.** The Department agrees to pay the Contractor for services performed under the Scope of Services detailed in Article 1 above, at the rates contained in Appendix A, which is attached hereto and made a part hereof. No payment for any additional services shall be made unless prior written authorization to provide such services is obtained from the Department. Further, Contractor agrees that fees paid for media services as specified in Article 1A (4) above, shall not exceed an amount equal to six and one half percent (6.5%) of the dollar amount of media placed by said Contractor on an annual basis.

B. **Reimbursement of Expenses.** The Department agrees to reimburse the Contractor for actual expenses incurred in the performance of services rendered under this Agreement, provided, however, (1) that the Contractor shall be reimbursed travel expenses at the rates established in the State Travel Regulations upon presentation of documented claims for reimbursement of such expenses and (2) prior authorization for such expenses is obtained from the Department.

C. **Maximum Amount of Agreement.** The maximum amount payable under this Agreement shall not exceed THREE HUNDRED TWENTY THOUSAND and no/100 dollars (\$320,000.00). The total sum payable under this Agreement per fiscal year shall not exceed ONE HUNDRED TWENTY THOUSAND and no/100 dollars (\$120,000.00) for year one, ONE HUNDRED THOUSAND and no/100 (\$100,000) for year two, and ONE HUNDRED THOUSAND and no/100 (\$100,000) for year three without prior written approval from Mr. Craig Gannuch, Assistant Commissioner, Louisiana Department of Agriculture & Forestry, Office of Management and Finance.

9. **Method of Payment.**

A. The Contractor shall submit requisitions requesting payment for services rendered, which requisition shall be in the form of an invoice itemizing the actual time spent on this program and for what purpose.

B. The Contractor shall submit requisitions requesting payment for actual expenses incurred. Travel and other reimbursable expenses shall constitute part of the total maximum payable under the contract. Travel expenses shall be reimbursed in accordance with Administrative Policy and Procedure Memorandum 49 (See LAC 4: Part V).

C. The Contractor shall submit requisitions requesting payment for actual advertising expenses incurred in the Department's advertising program. All requisitions for payment shall detail every media account for which reimbursement is being requested and the period covered by the requisition. All advertising expenses must be paid net in such manner that Contractor shall remit to the Department any commissions or discounts allowed thus making the funds available to the Department.

D. No payment shall be made to the Contractor until after services have been rendered by the Contractor.

10. **Maintenance of Records.** The Contractor shall at all times maintain appropriate records to document time and effort devoted to contractual activities. These books and records shall be open to investigation by Federal Authorities, the Department, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, or any duly authorized representative of either agency, and shall be retained by the Contractor for a period of three years after termination of this Agreement.

11. **Right to Audit.** It is hereby agreed that Federal Authorities, the Department, the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors

shall have the option of auditing all books and records of the Contractor which relate to this Agreement.

12. **Costs Disallowed by Audit.** The Contractor will be responsible for repayment of any costs disallowed by audit.

13. **Availability of Funds.** It is expressly understood by the parties hereto that this Agreement is conditioned upon the receipt of appropriate funds and the approval of this Agreement as required by the laws of the State of Louisiana. If for any reason the necessary funds and/or the required approvals are not received by the Department; this Agreement is null and void and has no effect, all parties hereto being discharged and released from their obligations and liabilities herein.

14. **Contract Modification.** Any alterations of the scope of services, compensation, or any other Agreement provisions must be detailed in writing and must be mutually consented to by both parties to this Agreement.

15. **Termination for Cause.** The Department may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Agreement; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and this Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this Agreement; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the Department to cure the defect.

16. **Termination for Convenience of the Department.** The Department may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Upon termination of this Agreement by the Department, the Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

17. **Compliance with Laws.** This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

18. **Remedies.** All claims, counter-claims, disputes, and other matters in question between the Department and the Contractor arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with LSA – R.S. 39:1524 - 1526.

In the event the Contractor defaults on this Agreement, breaches the terms of this Agreement, ceases to do business or ceases to do business in Louisiana during the term of this Agreement, this Agreement shall be terminated as provided in Section 15 above, and within thirty (30)

days of such termination the Contractor shall repay to the Department the amount of all funds disbursed to the Contractor under this Agreement for all work not yet performed or completed or not satisfactorily performed or completed.

19. **Interest of the Department.** The Department hereby covenants that no official or employee of the Department, who exercises any function or responsibilities in the review or approval of this Agreement shall participate in any decision relating to this Agreement which affects his personal interest or in the interest of any corporation, partnership, or association in which he has a direct or indirect personal or pecuniary interest.

20. **Interest of the Contractor.**

A. The Contractor hereby covenants that it has no interest presently nor shall it acquire any interest, direct or indirect, which would conflict in any manner with the performance of any services required to be performed under this Agreement. The Contractor further covenants that in the performance of services under this Agreement, no person having such interest shall be employed.

B. The Contractor further covenants that in order to prevent any conflict, it shall not purchase goods or services from any vendor in which the principal stockholders of the Contractor have any interest.

21. **Ownership of Property.**

A. The Department shall retain ownership of all data, documents, equipment, information, materials, photographs, recordings, records, reports, videos and other items that Agency provides or causes to be provided to the Contractor.

B. All data, documents, information, photographs, recordings, records, reports, videos, and other written or recorded materials related to this contract that is obtained or prepared by the Contractor in connection with the performance of this contract shall become the property of the Department.

C. Upon completion or termination of this contract, all items and materials that are the property of the State shall be returned by the Contractor to the Department, at Contractor's expense. The property shall be returned in like condition to that in which it was furnished to the Contractor, except for normal wear and tear.

D. All data, documents, information, photographs, recordings, records, reports, videos, and other written or recorded materials shall be kept confidential by the Contractor when requested to do so by the Department and shall not be made available to any individual or organization by the Contractor or any of the Contractor's employees without the prior written approval of the Department.

22. **Hold Harmless Clause.** The Contractor shall save and hold harmless the Department from any and all claims of any kind, character, or nature arising from activities conducted under this Agreement.

23. **Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Department thereto, provided, however, that claims for money due or to become due to the Contractor from the Department under this Agreement may be assigned to any bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

24. **Relationship of the Parties.** The Contractor is authorized to act as agent for the Department in purchasing the material and services required to administer the advertising, promotion and public relations program on behalf of the Department. All such materials and services will become the property of the Department upon purchase.

25. **Payment of Taxes.** The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number \_\_\_\_\_.

26. **Monitoring/Liaison.** The Department will designate Michelle Estay, Director of Commodity Promotions and Research, as liaison with the Contractor to assure the expeditious execution of this Agreement and implementation of the Scope of Services as provided herein. The Department's liaison will communicate on a regular basis with the Contractor relative to implementation of the Scope of Services, approve all project cost estimates and media schedules, review all project reports and approve all expense/payment documents submitted by the Contractor.

27. **Right to Review.** The Department retains the right to make a final determination, in all cases, as to the content of the program, what work is to be performed and whether or not the work performed by the Contractor is acceptable in both form and content.

28. **Choice of Law; Conflicts of Interest; Code of Ethics.** This is a State of Louisiana contract and all terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this Agreement.

Contractor warrants that Contractor and Contractor's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work for and provide services to or for the Department, and thereby subjects Contractor's firm and employees to the Laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor in the performance of services called for under this Agreement. The Contractor agrees to immediately notify the State if potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the term of this Agreement.

29. **Order of Precedence**. This Agreement shall, to the extent possible, be construed to give effect to all provisions contained therein, however, where provisions conflict, the intent of the parties shall give first priority to provisions of the Agreement excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.

30. **Entire Agreement**. This Agreement, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

IN WITNESS WHEREOF, the Department and the Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSES:

LOUISIANA DEPARTMENT OF  
AGRICULTURE & FORESTRY

\_\_\_\_\_  
(Witness for the Department)

BY: \_\_\_\_\_  
Mike Strain DVM, Commissioner (Date)

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
(Witness for the Contractor)

BY: \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_  
Phone Number : ( ) \_\_\_\_\_



APPENDIX A  
SERVICE RATES  
EFFECTIVE \_\_\_\_\_ (Date) \_\_\_\_\_

Personnel (Names & Titles)	_____ an hour
Graphics Design:	_____ an hour
Logo Design:	_____ an hour
Print Layout:	_____ an hour
Research Gathering:	_____ an hour
Copy Writing:	_____ an hour
Press Releases:	_____ an hour
Strategic Planning:	_____ an hour
Media Buying:	_____ an hour
Public Relations Billable:	_____ an hour
Studio/Audio Production:	_____ an hour based on one-hour minimum
Audio v/o Fees:	Per project bid; based on number of actors & markets
Cassette/DC Duplication:	Free for the first 5 (per order), _____ per piece after
MP3 audio distribution:	Free
Meetings:	Free for first two hours (per meeting) _____ an hour after
Phone Calls:	Free Unlimited

LOUISIANA DEPARTMENT OF  
AGRICULTURE & FORESTRY

\_\_\_\_\_ (Contractor's Name) \_\_\_\_\_

BY: \_\_\_\_\_  
Mike Strain DVM, Commissioner

BY: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_